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EXAMINER

ROSEN, NICHOLAS D

ART UNIT PAPER NUMBER

3625

DATE MAILED: 06/29/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	10/606,993	ROSENTHAL, BRUCE N.	
	Examiner	Art Unit	
	Nicholas D. Rosen	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 19 November 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-22 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 26 June 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|--|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____. |
| 2) <input checked="" type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____. | 6) <input type="checkbox"/> Other: _____. |

DETAILED ACTION

Claims 1-22 have been examined.

Specification

The title of the invention is not descriptive. A new title is required that is clearly indicative of the invention to which the claims are directed.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 12 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claim 12 recites that the restricted internal portal is invisible to the customers in the building structure. The specification does not describe the restricted internal portal being invisible to the customers in the building structure, or explain how the customers could use the invention if it were. The specification does describe the restricted internal portal having a link invisible to the customers in the building structure (page 3, lines 10-16). Claim 12 is therefore treated for examination purposes as reciting that the restricted internal portal has a link invisible to the customers in the building structure.

Claim 21 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claim 21 recites that Step G occurs after Step D and before Step E. The specification does not describe how to (D) receive orders from customers, (G) pay the supplier for the customer orders, and (E) combine the orders to a consolidation order for the supplier, in that order.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 8 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The term "small" in claim 8 is a relative term which renders the claim indefinite. The term "small" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

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(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 3, 4, 5, 7, 9, 13, 15, 16, 17, 18, 19, 20 and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over the anonymous article, "What's in a Name Change? OfficeTempo Becomes Semprio," hereinafter "Semprio," in view of Vigoroso ("E-commerce Tackles Direct Production") and official notice. As per claim 1, "Semprio" discloses a process of purchasing goods and services comprising: (A) organizing a set of customers desirous of purchasing at least some of the goods and services, such customers taken from tenant organizations housed in a building structure to purchase from a central source, said organizing including arranging for communication between the service provider and each of the set of customers by computer controlled electronic communication (whole article); and (B) locating at least one supplier having at least some of the goods or services (ibid.; the multiple suppliers disclosed would inherently have to have been located). Vigoroso teaches: (D) receiving orders from the customers; (E) combining the customer orders to a consolidated order for the supplier; (F) ordering the customer orders from the supplier; (G) paying the supplier for the customer orders; (whole article, especially the paragraph beginning "CC culls numerous orders"); and (I) receiving goods from the supplier; and, by implication, (J) distributing the goods to the customer(s) (whole article, especially the paragraph beginning "In addition to lower product costs"). Neither Semprio nor Vigoroso expressly discloses (H) charging the customers for their respective orders, but official notice is taken that it is well known to charge customers for their orders; as Vigoroso teaches making single

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payments to the suppliers, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to charge the multiple customers for their orders, for the obvious advantage of not going rapidly bankrupt.

Neither "Semprio" nor Vigoroso expressly discloses (C) transmitting the available goods or services of the supplier to the set of customers at prices set by the service provider, but official notice is taken that it is well known for middlemen to transmit available goods or services to customers at prices set by the service provider (e.g., catalogs of products available from merchants who are not the manufacturers of those products). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to transmit the available goods or services of the supplier to the set of customers at prices set by the service provider, for the obvious advantages of letting customers know what was available and at what prices, and setting prices at a level enabling the service provider to make a profit.

As per claim 3, neither "Semprio" nor Vigoroso expressly discloses confirming delivery to the supplier, but official notice is taken that it is well known to confirm delivery of products one has ordered, as by signing for them. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to confirm delivery to the supplier, for the obvious advantage of assuring the supplier of a record of delivery, should any question or dispute arise regarding the products.

As per claim 4, neither "Semprio" nor Vigoroso expressly discloses that step (J) includes confirming delivery to the customer, but official notice is taken that it is well

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known to confirm delivery to a customer who receives a product (e.g., "Would you sign for this, please?"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to confirm delivery to the customer, for the obvious advantage of obtaining a record of delivery, should any question or dispute arise regarding the products.

As per claim 5, "Semprio" discloses multiple suppliers (paragraph beginning, "Customers can buy goods and services"). Vigoroso teaches multiple suppliers, combining customer orders to consolidated orders for the multiple suppliers, ordering the customer orders from the suppliers, and paying the suppliers (whole article, especially the paragraph beginning "CC culls numerous orders"), and receiving goods from the suppliers (whole article, especially the paragraph beginning "In addition to lower product costs"). Hence, it would have been obvious to do all these for multiple suppliers, for the obvious advantage of bulk buying of various products and services desired by customers.

As per claim 7, "Semprio" does not disclose the step of producing a catalog of available goods and services and transmitting the available goods and services in the catalog to the set of customers at prices set by the service provider, but official notice is taken that it is well known produce catalogs of goods and/or services, and transmit them online. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to produce such a catalog and transmit the available goods or services of the supplier to the set of customers at prices set by the service provider, for the obvious advantages of letting customers know what was

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available and at what prices, and setting prices at a level enabling the service provider to make a profit.

As per claim 9, "Semprio" discloses a "purchasing site" and "web site" (paragraphs beginning "Customers can buy goods and services" and "Along with price discounts," respectively). Because the Web is part of the Internet, the electronic communication is therefore by Internet service.

As per claim 13, "Semprio" discloses that the customers are various "businesses" and "companies" (paragraph beginning, "Backed by GEN3 Partners"). Official notice is taken that "businesses" and "companies" are very often corporations; hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the customers to be various corporations, for the obvious advantage of profiting from sales to businesses organized according to a very common form of business organization.

As per claim 15, neither "Semprio" nor Vigoroso expressly discloses negotiating by the service provider with the supplier for the best pricing for volume, but official notice is taken that it is well known for negotiate for the best price. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the service provider to negotiate with the supplier for the best pricing for volume, for the obvious advantage of paying less to obtain the desired products.

As per claim 16, "Semprio" discloses multiple suppliers suited for supplying various needs of customers (especially the paragraph beginning, "Customers can buy

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goods and services”), implying that the suppliers have been located based on the assembled needs of the customers.

As per claim 17, “Semprio” does not disclose withholding the name of the supplier from the customer, but official notice is taken that it is well known to withhold the names of suppliers from customers. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention to withhold the name of the supplier from the customer for the obvious advantage of preventing the customer from easily buying products directly from the supplier, depriving the service provider of the profits made as a middleman.

As per claim 18, “Semprio” discloses ordering the customer orders from the suppliers, with no indication of the service provider maintaining an inventory (whole article); Vigoroso teaches ordering the customer orders from the suppliers, and delivering the products to the customers, with no indication of the service provider maintaining an inventory (three paragraphs beginning from, “CC culls numerous orders”). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant’s invention for the process to be inventory free to the service provider, for the obvious advantage of the service provider not having the expense of maintaining a warehouse and inventory therein.

As per claim 19, “Semprio” discloses e-commerce by computer controlled electronic communication (whole article). “Semprio” does not specifically disclose that steps E, F, and G are performed by computer controlled electronic communication, but official notice is taken that it is well known for processing orders, ordering products from

suppliers, and making payments to be done by computer controlled electronic communication (e.g., over the Internet). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for these steps to be done by computer controlled electronic communication, for the obvious advantages of not having to hire human beings to carry out these steps by hand, or the put up with the delays of transmitting orders and payments through the postal system, etc.

As per claim 20, "Semprio" does not disclose that the service provider solely sets the prices, but official notice is taken that it is well known for middlemen offering products to solely set the prices. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the service provider to solely set the prices, for the obvious advantage of setting prices at a level expected to optimize the service provider's profits.

As per claim 22, "Semprio" disclose the service provider providing customer service by which customers can fulfill their desires for various products and services (whole article).

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Semprio," Vigoroso, and official notice as applied to claim 1 above, and further in view of Baljko ("Teledeal Web Site Acts as Buying Collective"). "Semprio" does not disclose that step (D) includes confirming the order, but not only is confirming orders well known in general, but Baljko teaches buyers receiving confirmation for their orders while suppliers receive combined orders (see especially the paragraph beginning, "While

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suppliers receive"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for step (D) to include confirming the order, for the obvious advantage of assuring the customers that their orders have been received, and they need not attempt to purchase the goods elsewhere.

Claims 6, 8, 10, 11, and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Semprio," Vigoroso, and official notice as applied to claim 1 above, and further in view of Wong (U.S. Patent Application Publication 2002/0087349). As per claim 6, Semprio does not disclose organizing a limited set of customers desirous of purchasing at least some of the goods or services, such customers taken from tenant organizations housed in building structures to purchase from a central source, except in the sense that tenants of Brookfield Properties, and perhaps the tenants of other landlords are limited to much less than the whole population of the world. Wong teaches providing services, including negotiating with vendors for tenants' needs using tenants' aggregated purchasing power, for an organized group of tenants limited to those of a particular service provider (Title; Abstract; Figures 1 and 2A; paragraphs 20-24). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to organize a limited set of customers desirous of purchasing at least some of the goods or services, such customers taken from tenant organizations housed in building structures to purchase from a central source, for the stated advantage of increasing the value of the property to tenants, and thus collecting higher rents.

As per claim 8, Wong teaches that the set of customers is a small closed set ("small" compared to the world, since the set is limited to tenants of a particular property, and "closed" on the same basis); this is taught by the same parts of the Wong disclosure cited in rejecting claim 6 above, and element is obvious on the same grounds cited above.

As per claim 10, "Semprio" does not disclose that the communication is by restricted Internal portal, but official notice is taken that restricted internal portals are well known (e.g., intranets or extranets). The system of Wong, where the provision of services to tenants of a particular property makes the property more valuable to tenants, provides a motive for such a restricted internal portal, as in the rejection of claim 6 above.

As per claim 11, "Semprio" does not disclose that the communication is by restricted Internal portal, the restricted internal portal being restricted to customers located in the building structure, but official notice is taken that restricted internal portals restricted to users in a building are well known (e.g., intranets). The system of Wong, where the provision of services to tenants of a particular property makes the property more valuable to tenants, provides a motive for such a restricted internal portal, as in the rejection of claim 6 above.

As per claim 14, "Semprio" does not disclose that the building structure is a single building, but Wong refers to the building structure as one building (*ibid.*, especially paragraph 22, referring to "building 110"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of

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applicant's invention for the building structure to be a single building, as set forth in the rejection of claim 6 above, and also as an obvious consequence of not being readily able to raise the capital to construct or buy more than one building.

Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Semprio," Vigoroso, and official notice as applied to claim 1 above, and further in view of Wong (U.S. Patent Application Publication 2002/0087349) and Fulton et al. (U.S. Patent 6,182,052). "Semprio" does not disclose that the electronic communication is by restricted Internal portal, but official notice is taken that restricted internal portals are well known (e.g., intranets or extranets). "Semprio" does not disclose that the restricted internal portal has a link invisible to the customers in the building structure, but invisible links are known, as taught, for example, by Fulton (column 6, lines 12-18). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the electronic communication to be by restricted internal portal, as in the rejections of claims 6 and 10 above, and for the restricted internal portal to have an invisible link, for the obvious advantage of preventing the customer from easily buying products directly from the supplier, depriving the service provider of the profits made as a middleman.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Shkedy (U.S. Patent 6,260,024) discloses a method and

apparatus for facilitating buyer-driven purchase orders on a commercial network system.

Singh (U.S. Patent Application Publication 2001/0047311) discloses a method for communicating, collaborating, and transacting commerce via a communication network. Carr, Jr. et al. (U.S. Patent Application Publication 2002/0152099) disclose a process for providing a single business network of owners of independent commercial office buildings. Bailey et al. (U.S. Patent Application Publication 2003/0139134) discloses architecture of an IP utility network enabling smart homes, smart commercial buildings, and smart residential communities (note paragraph 37 for aggregating services and buying in bulk).

Foo et al. (TW 484079 B [Abstract only]) disclose a method of supplying a product.

The anonymous articles, "Avnet's Kaplan Joins Web Start-up iSupply," "Applicate Provides SalesLogix2000 for eProductivity.com," "New Rexoffice Provides Small and Mid-Size Businesses with Big Business Capabilities," "Corporate Express Signs on as Officetempo Supplier," "OfficeTempo Procurement Portal Adopted in Boston Office Properties," "Avicon Creates Procurement Portal for OfficeTempo," and "Semprio Chooses Veredex Logistics to Power Same-Day Delivery Offering," also relate to consolidation of orders or connection of tenants.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 571-272-6762. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's current acting supervisor, Yogesh Garg, can be reached at 571-272-6756. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300. Non-official/draft communications can be faxed to the examiner at 571-273-6762.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Nicholas D. Rosen

NICHOLAS D. ROSEN
PRIMARY EXAMINER

June 23, 2006